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Obligations of Telephone Companies—Validity of Contracts Forbidding its Use.—*Postal Telegraph Co. v. Telephone Co.*, 47 Fed. Rep. 633. A writ of mandamus was applied for by the Telegraph Co. to compel the Telephone Co. to furnish it with service. The Telephone Co. defended, alleging a contract with the Western Union Telegraph Co., by which it had transferred all its telephone patents to the licensor of the Telephone Co. on condition that the Western Union Telegraph Co. should have exclusive license to use the telephone in receiving and transmitting telegraph messages for a term of years; and that the terms of its license forbade it to supply any other telegraph company than the Western Union with telephones for telegraphic purposes. The court declared the Telephone Co. a common carrier, and said: "Being a common carrier, the telephone company has not the right to discriminate in granting licenses for the use of the telephone instruments. It has already been noticed that the Western Union Telegraph Co. is not the owner of any of the telephone patents, but only a licensee. Whatever claims that company had in the patents were transferred by it to the National Bell Telephone Co. under the contract of November 10th, which provided that thereafter the telegraph company should have the exclusive use of the telephone for purposes of telegraphy. But the enforcement of this part of the contract would violate the rule that, when the use of a patented device is thrown open to the public, or to classes of the public, all are entitled to use it on the same terms as others in the same class; and, therefore, any contract or agreement which would effectually evade the rule must be declared void as being against public policy, both at common law and by statute."

Chattel Mortgages—Priorities—Claims of Creditors.—*Hibbard & Co. et al. v. Cribb et al.*, 49 N. W. Rep. 823 (Wis.). This was an action brought for the purpose of determining the right to certain money on deposit as proceeds of a sale. The facts were these. A, on behalf of a firm, afterwards insolvent, executed a chattel mortgage to B for \$3,500, B taking possession of property, and A subsequently executing another mortgage upon same property to C for \$9,787, C taking possession of same property jointly with B. The defendants, who are creditors of the insolvent firm, instituted garnishee proceedings against B, the first mortgagee, and C, the second, the result being that only \$1,300 of the first mortgage was declared valid, the other \$2,200 being for an individual debt of one of the firm, and void as against creditors, and the mortgage of C being declared valid *in toto*. The property was sold, the